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U.S. BANKRUPTCY COURT
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re

Case No. BK-N-01-31627
Chapter 11

WASHINGTON GROUP
INTERNATIONAL, INC., et al.,

Debtors.

ORDER UNDER 11 U.S.C. §§
363 AND 365 AND FED. R. BANK. P.
6004 AND 6006 AUTHORIZING
DEBTORS (A) TO ASSUME EXECUTORY
CONTRACTS AND (B) TO ENTER INTO
DESIGN/BUILD CONTRACT WITH
NORTHWEST PARKWAY PUBLIC HIGHWAY
AUTHORITY

Hearing Date: June 13, 2001
Hearing Time: 9:30 a.m.

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Upon the motion, dated June 1, 2001 (the "Motion"),¹ of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), for entry of an order under 11 U.S.C. §§ 363 and 365 and Fed. R. Bankr. P. 6004 and 6006 authorizing (a) WGI-Ohio to assume the Program Assistance Contract with the Northwest Highway Authority, (b) WCC to assume the Joint Venture Agreement with Kiewit and (c) WCC, as a member of the Joint Venture, to enter into the Design/Build Contract with the Northwest Highway Authority, and any subsequent contracts necessary to the completion of the Northwest Parkway Project; and the Court having reviewed the Motion; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND THAT:

A. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest.

B. Proper and adequate notice of the Motion has been given and no other or further notice is necessary.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

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3 C. Kiewit will give its consent to assump-
4 tion of the Joint Venture Agreement if, and only if,
5 WCC and any successor, forever waives and are forever
6 barred from assigning WCC's interest in the Joint
7 Venture Agreement.

8 D. To the extent necessary under 11 U.S.C.
9 365(c), the Debtors have obtained the consents neces-
10 sary to assumption of the Program Assistance Contract
11 and the Joint Venture Agreement.

12 E. The Debtors have exercised sound busi-
13 ness judgment and have satisfied the requirements of 11
14 U.S.C. § 365 in deciding to assume the Program Assis-
15 tance Contract with the Northwest Highway Authority and
16 in deciding to assume the Joint Venture Agreement with
17 Kiewit cum onere.

18 F. The Debtors have exercised sound business
19 judgment and have satisfied the requirements of 11
20 U.S.C. § 363 in deciding to enter into the Design/Build
21 Contract with the Northwest Highway Authority; and it
22 is therefore,
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24 ORDERED, ADJUDGED AND DECREED THAT:

25 1. The Motion is GRANTED.

26 2. WGI-Ohio is authorized under 11 U.S.C.
27 § 365 to assume the Program Assistance Contract.
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3 3. WCC is authorized under 11 U.S.C. § 365
4 to assume the Joint Venture Agreement cum onere, and
5 WCC and any successor-in-interest to WCC hereby waives
6 and is forever barred from asserting any right under 11
7 U.S.C. § 365(f) to assign the Joint Venture Agreement.

8 4. WCC, as a member of the Joint Venture,
9 is authorized under 11 U.S.C. § 363 to enter into the
10 Design/Build Contract, as well as any subsequent con-
11 tracts necessary to the completion of the Northwest
12 Parkway Project.

13 5. WGI, WGI-Ohio and WCC are authorized to
14 execute guaranties of the Joint Venture's performance
15 under the Design/Build Contract in favor of the North-
16 west Highway Authority.

17 6. The provisions of Fed. R. Bankr. P.
18 6004(g) are not applicable hereto.

19 7. The Debtors, Kiewit, the Joint Venture,
20 the Northwest Highway Authority and their respective
21 officers, employees and agents are hereby authorized to
22 execute such documents and do such acts as are neces-
23 sary or desirable to consummate the assumption of the
24 Program Assistance Contract and Joint Venture Agreement
25 and to enter into the Design/Build Contract and guaran-
26 ties of the Joint Venture's performance thereunder.
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3 8. If the Debtors' lenders consent ^{in writing} to the
4 Debtors posting a letter of credit or cash collateral-
5 izing the bonding with respect to the Northwest Highway
6 Project, the Debtor shall be authorized to post such
7 letter of credit or cash collateral in order to obtain
8 sufficient and adequate bonding ^(and to pay premiums and fees to the surety in connection therewith) and to have such a bond
9 issued. ^{with respect to the Northwest Parkway Project}

10 9. This Court shall retain jurisdiction to
11 decide any disputes arising between the Debtors,
12 Kiewit, the Joint Venture, and/or the Northwest Highway
13 Authority with respect to this Order.
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15 Dated: Reno, Nevada
16 June 13, 2001

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19 Honorable Gregg W. Zive
20 UNITED STATES BANKRUPTCY JUDGE
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